

TELEPHONE SERVICES AGREEMENT

THIS AGREEMENT is made this 21st day of March 2000, by and between the BOARD OF SUPERVISORS OF YORK COUNTY, VIRGINIA, hereinafter "County", and the YORK/POQUOSON DEPARTMENT OF SOCIAL SERVICES, hereinafter "DSS."

WHEREAS, the County as Lessor and DSS as Lessee have entered into a certain lease dated May 3, 1993 ("the Lease"), whereby DSS has leased from the County a portion of the second floor of the Public Safety Building ("premises"), located on Goodwin Neck Road; and

WHEREAS, DSS desires to obtain telephone service for the premises through County resources and through the County's telephone service contracts with other companies and to pay the County for the costs of providing such service.

WHEREAS, County is currently providing telephone services to DSS according to the terms of an agreement dated May 18, 1993 ("the prior agreement"), despite the fact that the term of the prior agreement has concluded without the benefit of formal action by either party for an extension thereof, and the parties desire that the County shall continue to provide telephone services to DSS on essentially the same terms and conditions as were set out in the prior agreement, as more particularly set out herein .

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the County and DSS hereby agree as follows:

1. The County shall continue to provide telephone services to the premises consisting of the, following, which shall be provided to the premises through County resources and through the County's telephone service contracts with other companies.
 - a. 58 multi-line voice terminals (telephone sets – without maintenance);

- b. 5 single-line voice terminals (telephone sets without maintenance);
 - c. 68 direct inward dial (DID) telephone numbers with phone numbers to be determined and assigned by County.
 - d. Up to 12 internal intercom extensions (numbers to be assigned by County) as may be required for conference rooms, lounge areas, copy rooms, kitchens, and similar areas to be designated by DSS;
 - e. 60 voice mail boxes. The number of voice mailboxes may be adjusted upward or downward at the discretion of DSS by as many as 10 voice mailboxes with no change in the consideration paid pursuant to this agreement. The parties agree that preparation, installation and administration of attendant voice mail service shall be at the cost of DSS, and that such costs are not included within this agreement.
2. The County, through its resources and through telephone service contracts, shall provide replacement or repair of any telephone equipment not in good repair or working order in accordance with the terms within service contracts with other companies. DSS shall pay the cost of repair or replacement of any voice terminals.
3. The County shall provide DSS with monthly summary reports of long distance charges generated by DSS.
4. DSS acknowledges and understands that telecommunications companies will not bill DSS separately for telephone service provided hereunder, but all charges for telephone service will be billed to the County. DSS shall pay to the County the sum of Two Thousand Dollars (\$2,000) per month for the telephone services provided pursuant to this Agreement, and in addition shall reimburse the County for all long distance charges billed to any of the telephone lines provided to the premises. The monthly rate set out in this paragraph

shall be increased annually and automatically by an amount equal to one half (1/2) of the increase in the Consumer Price Index – U.S. City Average for the previous twelve (12) months published by the U.S. Department of Labor and applicable to that region which includes the Virginia Peninsula.

5. At the termination of this Agreement DSS shall deliver peacefully to the County all telephone equipment in as good order and repair as the same was at the beginning of the lease, reasonable wear and tear excepted, subject to the agreement of the County to make repairs and replacements as elsewhere herein provided.
6. DSS shall be responsible for the costs of purchase and installation of all replacement or additional telephone voice terminals.
7. DSS shall promptly reimburse the County for the costs of purchase, installation, and maintenance of additional telecommunications equipment deemed appropriate, suitable, and acceptable by the County for use on the County's telephone system.
8. DSS agrees that any purchases and installations of additional telecommunications equipment will be coordinated with the County's Department of General Services.
9. DSS agrees that the County has the right at any time to block all third party calls to and from the telephone lines servicing the premises.
10. DSS agrees and understands that no telephone calling credit cards will be issued by the County for any long-distance telephone service provided hereunder, but nothing herein shall prevent DSS from being issued credit cards directly by the long distance telephone company at DSS's initiative and cost.
11. The County shall have the right at any time to contract with telephone service providers of its choice, provided that the County shall in such event provide the premises with telephone service of a kind identical or nearly identical to the service to be supplied to the County's own office

space, and at levels of service comparable to that called for in this Agreement.

12. This Agreement shall commence as of March 23, 2000, and shall continue for a term of five years thereafter, unless further extended by mutual agreement. Nonetheless, this Agreement shall terminate at such time as DSS shall vacate the premises by virtue of the termination of the Lease between the parties referenced above. Moreover, either party may terminate this Agreement with (6) month's written notice delivered to the other party.

WITNESS the following signature and seals:

BOARD OF SUPERVISORS OF
YORK COUNTY, VIRGINIA

By: _____
County Administrator

YORK/POQUOSON DEPARTMENT
OF SOCIAL SERVICES

By: Carl Shytle
Title: Director

Approved as to form:

[Signature]
County Attorney